

THE URBAN LAW FIRM

MICHAEL A. URBAN, Nevada State Bar No. 3875
NATHAN R. RING, Nevada State Bar No. 12078
4270 S. Decatur Blvd., Suite A-9
Las Vegas, Nevada 89103
Telephone: (702) 968-8087
Facsimile: (702) 968-8088
Electronic Mail: murban@theurbanlawfirm.com
nring@theurbanlawfirm.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CASE NO: 2:10-cv-02066-RLH -RJJ

**STIPULATION TO DISMISS WITH
PREJUDICE**

TRUSTEES OF THE BRICKLAYERS &
ALLIED CRAFTWORKERS LOCAL 13
DEFINED CONTRIBUTION PENSION
TRUST FOR SOUTHERN NEVADA;
TRUSTEES OF THE BRICKLAYERS &
ALLIED CRAFTWORKERS LOCAL 13
HEALTH BENEFITS FUND; TRUSTEES OF
THE BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 VACATION
FUND; BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 NEVADA;
TRUSTEES OF THE BRICKLAYERS &
TROWEL TRADES INTERNATIONAL
PENSION FUND; TRUSTEES OF THE
BRICKLAYERS & TROWEL TRADES
INTERNATIONAL HEALTH FUND; and
TRUSTEES OF THE INTERNATIONAL
MASONRY INSTITUTE,

Plaintiffs,

vs.

JIM BIRD TILE & MARBLE, INC., a Nevada
corporation; and JAMES B. BIRD,
individually,

Defendants.

IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiffs, TRUSTEES OF
THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 DEFINED CONTRIBUTION
PENSION TRUST FOR SOUTHERN NEVADA; TRUSTEES OF THE BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 HEALTH BENEFITS FUND; TRUSTEES OF THE BRICKLAYERS
& ALLIED CRAFTWORKERS LOCAL 13 VACATION FUND; BRICKLAYERS & ALLIED

1 CRAFTWORKERS LOCAL 13 NEVADA; TRUSTEES OF THE BRICKLAYERS & TROWEL
2 TRADES INTERNATIONAL PENSION FUND; TRUSTEES OF THE BRICKLAYERS & TROWEL
3 TRADES INTERNATIONAL HEALTH FUND; and TRUSTEES OF THE INTERNATIONAL
4 MASONRY INSTITUTE, and Defendants JIM BIRD TILE & MARBLE, INC. and Maureen Bird as
5 Special Administrator of Estate of James B. Bird (hereinafter collectively referred to as the "Parties")
6 and subject to the approval and Order of the Court, as follows:

7 1. A full and final settlement of the above-entitled action has been entered into and agreed
8 to by the Parties.

9 2. The Parties have executed a Settlement Agreement and Mutual Release setting forth the
10 terms of their agreement. The terms and conditions of the Settlement Agreement and Mutual Release,
11 and all documents referred to or attached thereto, are incorporated herein by this reference.

12 3. The terms agreed to in the Settlement Agreement and Mutual Release have been
13 completed by all Parties.

14 4. The Parties do hereby request that this action be dismissed with prejudice.
15

16 DATED this 5th day of April, 2012

DATED this 5th day of April, 2012

17 **THE URBAN LAW FIRM**

COGBURN LAW OFFICES

18 By: /s/Nathan R. Ring

By: /s/Andrew L. Rempfer

19 Nathan R. Ring, Nevada State Bar No. 12078
20 Michael A. Urban, Nevada State Bar No. 3875
Counsel for Plaintiffs

Andrew L. Rempfer, Nevada State Bar No. 8628
Counsel for Defendants

21
22 **ORDER**

23 **IT IS HEREBY ORDERED** that the above-entitled case be dismissed with prejudice. The
24 Court retains jurisdiction to enforce the terms of the Settlement Agreement of the Parties.

25 DATED: April 6, 2012

26 
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF MAILING

I CERTIFY that on the 5th day of April, 2012, I served a true and correct copy of
STIPULATION TO DISMISS WITH PREJUDICE, via U.S. Mail, pre-paid postage to:

Andrew Rempfer, Esq.
Cogburn Law Office
9555 S. Eastern Ave., Suite 280
Las Vegas, NV 89123



An Employee of The Urban Law Firm